

RELEASE OF CLAIMS

RELEASORS: ESTATE OF LUCIO DIMAURO, by and through Personal Representative NINA DIMAURO, and also on behalf of all heirs, successors, and family members; ESTATE OF LESLEY JUNGERS, by and through Personal Representatives ED JUNGERS, and also on behalf of all heirs, successors, and family members; ESTATE OF DAVID PATZOLDT, by and through Personal Representative, CHRISTINE PAYTON, and also on behalf of all heirs, successors, and family members

RELEASEES: GREG GIANFORTE; CHARLIE BRERETON; DAVID CULBERSON; JENNIFER SAVAGE; STATE OF MONTANA; THE MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

DESCRIPTION OF CASUALTY: All injuries or damages arising from or relating to Lucio DiMauro's, Lesley Jungers' or David Patzoldt's hospitalization at the Montana State Hospital or otherwise within the care, custody or control of the Montana State Hospital or the State of Montana

SUM OF SETTLEMENT: \$850,000 total (eight hundred fifty thousand dollars), and the waiver of any right of reimbursement Releasees may have for any payments owed to the State Hospital by Releasors.

CIVIL CAUSE: *DiMauro, et al. v. Gianforte, et al.*, United States District Court for the District of Montana, Cause No. CV-23-74-BU-BMM

1. Release

The undersigned Releasors acknowledge receipt of the above sum of money and in consideration for payment of such sum, fully and forever release and discharge Releasees, Releasees' heirs, personal representatives, successors, assigns, agents, partners, past and present employees and attorneys from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the described casualty.

2. Future Damages

Inasmuch as the injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or expected, Releasors agree, as a further consideration of this agreement, that this Release applies to any and all injuries, damages and losses resulting from the casualty described herein, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated.

3. Release of State

Releasor further releases the State of Montana, together with its agencies, entities, subdivisions and departments, from all obligations applicable to Releasor's claims and from any and all claims arising out of the investigation, handling, adjusting, defense or settlement of the above-described Casualty.

4. No Admission of Liability

It is understood that the above-mentioned sum is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that neither the payment of the sum by Releasees nor the negotiations for settlement shall be considered as an admission of liability.

5. Stipulation for Dismissal With Prejudice

Releasors stipulate and agree the above referenced cause shall be dismissed with prejudice, as fully settled upon the merits. Each party shall pay its respective costs and attorney fees.

6. Additional Documents

The parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release, including obtaining court approval per Mont. Code Ann. §§ 2-9-303 and 72-5-401, *et seq.*

7. Apportionment of Payment to Lienholders

This payment shall be apportioned by Releasors among doctors, hospitals, all other health care providers and services, and any other individuals, companies, agencies, workers' compensation insurers or agencies, political subdivisions, or attorneys who may have valid liens or rights of subrogation or reimbursement, and Releasors agrees to indemnify Releasees from and against all such claims by such parties, including payment of attorneys' fees and costs.

8. No Additional Claims

Releasors represent that no additional claims are contemplated against any other party potentially liable for the losses, damages, and injuries for which this Release is given. In the event any additional claim is made which directly or indirectly results in additional liability exposure to Releasees for the losses, injuries, and damages for which this Release is given, Releasors covenant and agree to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

9. Taxation

Neither Releasees nor Releasees' attorneys make any representations about the taxability of any portion of the consideration made in exchange for this Release. Releasors shall bear the sole responsibility for any and all tax consequences related to this Release, and shall fully indemnify Releasees and Releasees' attorney for any tax liability that arises thereof, including any fees and costs related to enforcement of this clause.

10. Attorney Fees

Each party hereto shall bear all attorneys fees and costs arising from the action of its own counsel in connection with the claim, this Settlement Agreement and the matters and documents referred to herein.

11. Severability

Should any provision of this Agreement be determined to be unenforceable, all remaining terms and clauses shall remain in force and shall be fully severable.

12. Choice of Law

The laws of the State of Montana shall apply to the interpretation of this Agreement.

13. Final Agreement

This written Agreement constitutes the final agreement between the parties and shall supersede any oral agreements to the contrary.

14. Disclaimer

Releasors have carefully read the foregoing, discussed its legal effect with Releasors' attorney, understand the contents thereof, and sign the same of Releasors' own free will and accord. This Release shall be binding upon Releasors' heirs, successors, personal representatives and assigns.

This release shall be binding upon Releasors' heirs, successors, personal representatives, and assigns.

DATED this 13th day of May, 2024.

CAUTION: READ BEFORE SIGNING!

Nina DiMauro

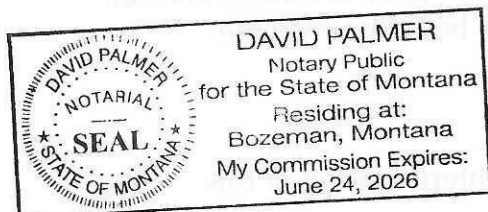
ESTATE OF LUCIO DIMAURO, by
and through Personal Representative,
NINA DIMAURO, and also on behalf of all
heirs, successors, and family members

STATE OF MONTANA)

:ss

County of Gallatin)

This instrument was acknowledged before me on the 13th day of May, 2024, by
Nina DiMauro.



David Palmer
Typed or Printed Name: David Palmer
Notary Public, State of Montana
Residing at: Bozeman mt
My Commission Expires: 06-24-2026